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Tarrant County Texas

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Suzanne Henderson

PGS 3 \$24.00

Submitter: SIMPLIFILE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

State: Texas
County: Tarrant
Lessor: Richard L. Wheeler and Julie L. Wheeler
Lessee: XTO Energy Inc.
Effective Date: March 16, 2007

On March 16, 2007, Lessor, named above, executed and delivered to Lessee an Oil and Gas Lease (the "Lease"), recorded in Tarrant County Clerk's Document No. D207127028, Official Public Records of Tarrant County, Texas. The Lease covers the following lands (the "Lands"):

2.50 acres more or less, being part of the Jesse Russell Survey, Abstract 1328, and being those same lands more particularly described in Document # 206167282, Deed Records, Tarrant County, Texas.

0.907 acres, more or less, being lots 1, 2, 3, and 4, F.G. Hackney Addition out of the Jesse Russell Survey, Abstract 1328, and being those same lands more particularly described in Document # D206167282, Deed Records, Tarrant County, Texas.

1.11 acres, more or less, being part of the Jesse Russell Survey, Abstract 1328, and being those same lands more particularly described in Document # D206167282, Deed Records, Tarrant County, Texas.

The Lease is recognized by Lessor as being in full force and effect. The Lease is presently owned by Lessee, named above. It is the desire of the Lessor and Lessee to amend the Lease as to the particular provisions set out below.

For adequate consideration, Lessor and Lessee amend the Lease by incorporating into it the following terms, as if originally contained in the Lease, and for the purpose of clarifying the language and Lessor's intent solely with respect to Special Provision No. 21:

Anything in the lease to the contrary notwithstanding, it is agreed that the royalty paid under this lease shall be twenty-three percent (23%). Lessor's royalty shall be free and clear of all costs and expenses whatsoever including expenses of separation,

compression, marketing, transportation, treating or manufacturing oil or gas produced hereunder, save and except ad valorem and production taxes. Provided, however, Lessor's royalty shall be subject proportionately to any charges incurred by Lessee for compressing, treating, processing, gathering, transporting and marketing under Lessee's gas purchase contract with a nonaffiliated third party covering the sale of production from the lands included in this lease.

If the amendment(s), set out above, varies from a provision(s) or term(s) already existing in the Lease, the amending provision(s) specifically supersedes the provision(s) or term(s) originally contained in the Lease.

For adequate consideration, Lessor grants, leases and lets to Lessee the Lands for the term provided in the Lease, as amended.

This Amendment may be executed in multiple counterparts. When executed, counterpart shall be binding on the party signing it, regardless of whether all parties execute this Amendment.

This Amendment is signed by Lessor as of the date of the acknowledgment of his signature, but is effective for all purposes as of the Effective Date stated above.

Lessor

Richard L. Wheeler

Richard L. Wheeler

Julie L. Wheeler

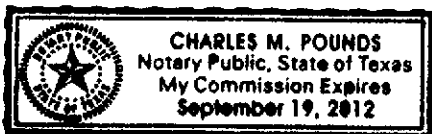
Julie L. Wheeler

THE STATE OF TEXAS §

§

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 16th day of November, 2009, by Richard L. Wheeler.

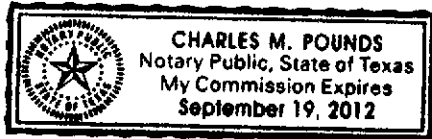


Charles M. Pounds

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 16th day of November, 2009, by Julie L. Wheeler.



CM Pounds
Notary Public in and for the State of Texas
My Commission Expires: _____